

THE COUNTY OF COCHISE

NO. 9183  
FILED WITH SECRETARY OF STATE  
Date Filed 4-17-84  
Lace [Signature]  
Secretary of State

CONSTRUCTION  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE COUNTY OF COCHISE

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the COUNTY OF COCHISE, hereinafter called "COUNTY".

WHEREAS, the State is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE:

WHEREAS, the COUNTY is empowered by A.R.S. 11-251 to enter into this Agreement and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COUNTY:

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements

and/or modifications be made on the State Highway System in the COUNTY. This work shall include but not be limited to the installation of new traffic signals at the following locations:

SR 90 at Charleston Road - Project #F-013-1(905)

SR 90 at Coronado Drive - Project #F-013-1(907)

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall advertise for bids and award a contract for the installation of the traffic signals on SR 90 at Charleston Road and at Coronado Drive.

2. The COUNTY, upon completion of the work, but not earlier than July 1, 1984, shall reimburse the STATE for 25% of the final construction and engineering costs at SR 90 at Charleston Road and at SR 90 at Coronado Drive, not to exceed \$40,000 for its share of the cost of this work.

3. This Agreement shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional. The COUNTY shall not be responsible for operation or maintenance costs following installation.


4. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

5. This Agreement shall be filed with the Secretary

of State and shall become effective upon its being filed with the Secretary of State.

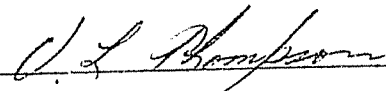
6. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the COUNTY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF  
TRANSPORTATION

BY:   
Chief Deputy State Engineer

DATE: MAR 26, 1984

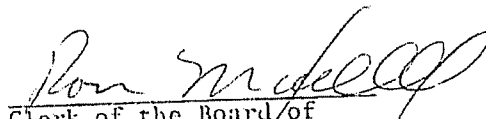
COUNTY OF COCHISE

BY: 

TITLE: Chairman, Board of Supervisors

DATE: March 12, 1984

ATTEST:

  
Clerk of the Board of  
Supervisors

RESOLUTION NO. 84-17

Construction of Traffic Signals on State Route 90  
at each of Charleston Road and Coronado Drive  
Sierra Vista, Arizona

WHEREAS, for the safety and protection of the travelling public, it is necessary and desirable that certain improvements be made on the Cochise County highway system; and

WHEREAS, the State of Arizona has determined by engineering study the warranting of traffic signals at the intersections of State Route 90 and each of Charleston Road and Coronado Drive;

NOW, THEREFORE, BE IT RESOLVED that:

1. Cochise County desires to enter into an intergovernmental agreement with the State of Arizona for construction of the aforementioned traffic signals, provided, however, that such agreement shall specify that signal operation and maintenance costs following installation shall not be the responsibility of the County.
2. Cochise County will reimburse the State of Arizona upon completion of signal installation, but not earlier than July 1, 1984, twenty-five percent (25%) of the final construction and engineering

~~costs, not to exceed a total of \$40,000 for both signals.~~

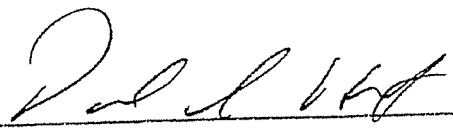
EXHIBIT "B"

APPROVAL OF THE COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION, and the COUNTY OF COCHISE, and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 12th day of March, 1984.

COUNTY OF COCHISE

BY:   
County Attorney



OFFICE OF THE  
**Attorney General**

TRANSPORTATION DIVISION  
1275 WEST WASHINGTON  
PHOENIX, ARIZONA 85007  
(602) 255-1680

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. 84-162, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General Who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies to enter into said agreement.

Dated this 4th day of April, 1984.

ROBERT K. CORBIN  
Attorney General

*Lawrence Helgeson*  
Assistant Attorney General  
Transportation Division